

---

**NRMA INSURANCE GROUP LIMITED**  
(ABN 60 090 739 923 )  
**Performance Share Rights Plan**

## **Rules**

### **1 Definitions and interpretation**

---

- 1.1 In these Rules (including the Performance Share Right Terms in Schedule One), the following words and expressions have the meanings indicated unless the contrary intention appears:

**ASX** means Australian Stock Exchange Limited.

**Board** means all or some of the Directors acting as a board.

**Director** means a director of NIGL.

**Executive** means a person in the employment of a body corporate in the Group whom the Board determines to be in an executive position.

**Former Executive** means a person who was formerly an Executive.

**Group** means NIGL and each body corporate that is a subsidiary of NIGL under Division 6 of Part 1.2 of the Corporations Law.

**Listing Rules** means the Listing Rules of ASX.

**Market Price** of a Share on a day means the weighted average of the prices at which Shares in that class were traded on the stock market of ASX during the one week period before the day.

**NIGL** means NRMA Insurance Group Limited.

**Participant** means a Performance Share Right Holder who is an Executive or a Former Executive.

**Performance Share Right** means a Performance Share Right issued under the Plan to subscribe for Shares.

**Performance Share Right Holder** or **Holder** means the holder of a Performance Share Right.

**Plan** means the Performance Share Rights Plan established under these Rules.

**Retirement** in relation to a Participant means retirement by the Participant from employment of any body corporate in the Group at age 55 or over.

**Rules** means the rules of the Plan.

---

**Share** means a fully paid ordinary share in the capital of NIGL.

**Share Rights** means any rights to acquire shares or securities issued or to be issued by NIGL.

**Total and Permanent Disablement** means that the Participant has, in the opinion of the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Participant unlikely ever to engage in any occupation for which he or she is reasonably qualified by education, training or experience.

- 1.2 In these Rules unless the contrary intention appears:
- (a) the singular includes the plural and vice versa;
  - (b) reference to a rule, a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - (c) a reference to a person includes a reference to the person's legal personal representatives, executors, administrators and successors, a firm or a body corporate.
- 1.3 Headings are inserted for convenience and do not affect the interpretation of these Rules.

## 2 Grant of Performance Share Rights

---

### Eligibility

- 2.1 The Board may in its absolute discretion, without being bound to do so and subject to any approvals of shareholders of NIGL required by law or the Listing Rules, at intervals determined by the Board, offer Performance Share Rights to Executives selected by the Board.

### Issue terms

- 2.2 Performance Share Rights must be granted on the terms of these Rules and each Participant will be taken to have agreed to be bound by these Rules on acceptance of any offer of Performance Share Rights.

## 3 Maximum number of Performance Share Rights

---

- 3.1 Performance Share Rights must not be issued under this Plan, if immediately following the proposed issue:
- (a) the number of Shares that would be issued by NIGL if all the Performance Share Rights proposed to be issued were exercised; plus
  - (b) the number of Shares that have been issued or would have been issued by NIGL if all Performance Share Rights issued under this Plan and all Share Rights under every other employee incentive scheme in the period of 5 years preceding the time of

---

the proposed issue of Performance Share Rights under this Plan were exercised (excluding those Performance Share Rights or options which have lapsed or which have already been exercised); plus

- (c) the number of Shares issued by NIGL for every other employee incentive scheme of NIGL in the period of 5 years preceding the time of the proposed issue of Performance Share Rights under this Plan,

would exceed 5% of the number of Shares in the issued capital of NIGL immediately following the proposed issue.

## **4 Performance Share Right terms**

---

- 4.1 Performance Share Rights may be issued on the terms set out in Schedule One.
- 4.2 Subject to the Listing Rules, Performance Share Rights may be issued on further terms in addition to, but not inconsistent with, the terms in Schedule One if the Board so determines either generally or in relation to particular Performance Share Rights.

## **5 Overriding restrictions on issue and exercise**

---

- 5.1 Notwithstanding any Rule or the terms of any Performance Share Right, no Performance Share Right may be offered, issued or exercised if to do so would contravene the Corporations Law or the Listing Rules.

## **6 Administration of the Plan**

---

- 6.1 The Plan will be administered by the Board in accordance with these Rules. The Board may make further rules for the operation of the Plan which are consistent with these Rules.
- 6.2 Any power or discretion which is conferred on the Board by these Rules must be exercised by the Board in the interests or for the benefit of NIGL, and the Board is not, in exercising any such power or discretion, under any fiduciary or other obligation to any other person.
- 6.3 Any power or discretion which is conferred on the Board by these Rules may be delegated by the Board to a committee consisting of such Directors and/or other officers and/or employees of NIGL as the Board thinks fit.
- 6.4 The decision of the Board as to the interpretation, effect or application of these Rules will be final and conclusive.
- 6.5 The Board may from time to time suspend the operation of the Plan and may at any time cancel the Plan. The suspension or cancellation of the Plan will not prejudice the existing rights of Participants.

---

## 7 Rights of Participants

---

- 7.1 Except as expressly provided in these Rules, nothing in these Rules:
- (a) confers on any Executive the right to receive any Performance Share Rights;
  - (b) confers on any Participant the right to continue as an employee of NIGL or any of its subsidiaries;
  - (c) affects any rights which NIGL or a subsidiary may have to terminate the employment of any employee;
  - (d) may be used to increase damages in any action brought against NIGL or a subsidiary in respect of any such termination; or
  - (e) confers on an Executive any expectation to become a Participant.

---

## 8 Amendment of these Rules

---

- 8.1 Subject to rules 8.2 and 8.3, NIGL may at any time by written instrument or by resolution of the Board, amend all or any of the provisions of these Rules (including this rule 8).
- 8.2 No amendment of the provisions of these Rules is to reduce the rights of any Participant in respect of Performance Share Rights granted under the Plan prior to the date of the amendment other than an amendment introduced primarily:
- (a) for the purpose of complying with or conforming to present or future State, Territory or Commonwealth legal requirements governing or regulating the maintenance or operation of the Plan or like plans;
  - (b) to correct any manifest error or mistake;
  - (c) to enable contributions or other amounts paid by any body corporate in the Group in respect of the Plan to qualify as income tax deductions for that body corporate the company or any other body corporate within the Group; or
  - (d) to enable any body corporate in the Group to comply with the Corporations Law or the Listing Rules.
- 8.3 No amendment may be made except in accordance with and in the manner stipulated (if any) by the Listing Rules.
- 8.4 No amendment may be made to extend the period during which a Performance Share Right may be exercised.
- 8.5 Subject to the above provisions of this rule 8, any amendment made pursuant to rule 8.1 may be given such retrospective effect as is specified in the written instrument or resolution by which the

---

amendment is made and, if so stated, amendments to these Rules, including the terms of Performance Share Rights, have the effect of automatically amending the terms of issued but unexercised Performance Share Rights.

## **9 Notices**

---

- 9.1 Any notice regarding Performance Share Rights granted under the Plan will be sent to the registered address of the Performance Share Right Holder as recorded in the register of Performance Share Right Holders maintained by NIGL.

## **10 Governing Law**

---

- 10.1 The Plan is governed by and shall be construed and take effect in accordance with the laws of New South Wales.

---

**Schedule One: Performance Share Rights Terms**

---

**NRMA Insurance Group  
Limited  
Performance Share Rights  
Plan  
  
Rules**

**Mallesons Stephen Jaques**  
Solicitors  
Rialto  
525 Collins Street  
Melbourne Vic 3000  
Telephone (61 3) 9643 4000  
Fax (61 3) 9643 5999  
DX 101 Melbourne  
Ref: JAC

# Contents NRMA Insurance Group Limited Performance Share Rights Plan

---

<b>1</b>	<b>Definitions and interpretation</b>	<b>1</b>
<b>2</b>	<b>Grant of Performance Share Rights</b>	<b>2</b>
	Eligibility	2
	Issue terms	2
<b>3</b>	<b>Maximum number of Performance Share Rights</b>	<b>2</b>
<b>4</b>	<b>Performance Share Right terms</b>	<b>3</b>
<b>5</b>	<b>Overriding restrictions on issue and exercise</b>	<b>3</b>
<b>6</b>	<b>Administration of the Plan</b>	<b>3</b>
<b>7</b>	<b>Rights of Participants</b>	<b>4</b>
<b>8</b>	<b>Amendment of these Rules</b>	<b>4</b>
<b>9</b>	<b>Notices</b>	<b>5</b>
<b>10</b>	<b>Governing Law</b>	<b>5</b>